

REMARKS

This Amendment is submitted in response to the Office Action dated March 10, 2005, having a shortened statutory period set to expire June 10, 2005. In the present office action, Claims 1-3, 5-9, 11-15, 17-23, 25-31, 33-39 and 41-42 are amended. Claims 1-42 are pending.

Applicants appreciate the time and courtesy extended by the Examiner during a June 6, 2005 teleconference regarding the enclosed amendments. Per the recommendations of the Examiner, Applicants have included the features of "a single user" to further clarify a distinction away from "*Shore*" (see below), and to substitute the term "price" for "cost" to address antecedent basis issues cited in the current Office Action. The Examiner indicated that the prior art does not read on the pending claims as presently amended. If Applicant's undersigned representative has misunderstood this agreement, he would appreciate a telephone call to 512.343.6116.

REJECTIONS UNDER 35 U.S.C. § 101

In paragraph 3 of the present Office Action, Claims 13-18 and 35-42 are rejected under 35 U.S.C. § 101 for claiming a computer program product without the requisite "tangible medium" limitation. Claims 13 and 35 have now been amended to include this feature. Thus, Applicants request that the rejection be withdrawn.

REJECTIONS UNDER 35 U.S.C. § 112

In paragraph 5 of the present Office Action, Claims 6, 12 and 18 are rejected under 35 U.S.C. § 112, first paragraph, for the use of the term "higher priced enhancement" charged to display "only a non-text image." These claims have now been amended to include the term "an agreement to pay a fee" for "the display of only a non-text image from the single web page," as supported in the present specification on Page 8, lines 5-9. On Page 8, lines 5-6, the specification states that the user "may wish to view only an image from a web page." Applicants

submit that "image" is a "non-text image," since an image is defined as "an imitation or representation of a person or thing, drawn, painted, photographed, etc." (See attachment from *Webster's New World College Dictionary, Fourth Edition*.) Thus, Applicants request that the rejection be withdrawn.

In paragraph 7 of the present Office Action, Claims 2, 3, 5, 6, 8, 9, 11, 12, 14, 15, 17, 18, 20, 21, 28, 29, 36 and 37 are rejected under 35 U.S.C. § 112, second paragraph, for lack of antecedent basis for the term "the prices." The term "cost" in all independent claims has been replaced with "price." Thus, Applicants request that the rejection be withdrawn.

REJECTIONS UNDER 35 U.S.C. § 103

In Paragraph 8 of the present Office Action, Claims 1-3, 7-9, 13-15, 19-23, 25-31, 33-39 and 41-42 are rejected under 35 U.S.C. § 103(a) as being unpatentable over Mitchell (U.S. Patent No. 6,701,350 – "*Mitchell*") in view of Shore et al. (U.S. Patent No. 6,564,193 – "*Shore*"). Similarly, in Paragraph 9, Claims 4-5, 10-11, 16-17, 24, 32 and 40 are rejected under 35 U.S.C. § 103(a) as being unpatentable over *Mitchell* in view of *Shore*, and further in view of Nicolas et al. (U.S. Patent No. 6,593,944 – "*Nicolas*"). Applicants respectfully traverse these rejections.

Mitchell teaches a system and method for a user to filter out of a Web page any unwanted sections, such as advertisement banners (*Mitchell*, abstract).

Shore teaches a method and system for sending mass facsimile transmissions via a fax server service. If a sender of the facsimiles does not want to pay for the outgoing facsimile transmissions, then the fax server service will attach an advertisement banner (from a third party) to the facsimile page to pay for its transmission. If the sender does not want the third party's advertisement on the facsimile, then the sender's account with the fax server service is charged for the transmission (*Shore*, col. 1, lines 15-67).

Nicolas teaches a method and system for viewing on a PDA selected sections of a webpage (*Nicolas*, Figure 7 and corresponding description in Columns 11-13).

With reference now to exemplary Claim 1, none of the cited art teaches or suggests "displaying on the user device multiple options from the billing server to view the single web page's content for a cost, wherein each option has a different cost." While *Shore* teaches that a transmission can be SENT for different costs according to whether transmission has additional advertisement, none of the cited art teaches that the transmission can be RECEIVED ("displaying on the user device") for different costs according to, e.g., the "removal of advertisement" (exemplary Claim 2).

With reference to exemplary Claim 3, the cited art does not teach or suggest "wherein prices of the options are based on an age of the at least a portion of the single web page content." On page 6 of the present Office Action, the Examiner states:

"Within the field of the invention, it would have been obvious to one of ordinary skill in the art, to modify the web-site pricing and viewing process taught by Mitchell in combination with Shore to include payment options based on age of the web-site. One would have been motivated to make such a combination because dynamic billing method for rating data based on its age would have been obtained. For example, the age of the data (website) may be less valuable or in lower demand, and therefore should be cheaper or vice versa."

The prior art must teach or suggest all the claim limitations (MPEP § 706.02(j)). If the Examiner is asserting that the feature claimed in Claim 3 ("prices of the options are based on an age of the at least a portion of the single web page content") are "common knowledge," then such an assertion is in contravention to Section 2144.03 of the MPEP, which states:

"It is never appropriate to rely solely on 'common knowledge' in the art without evidentiary support in the record, as the principal evidence upon which a rejection was

based. *Zurdo*, 258 F.3d at 1385, 59 USPQ2d at 1697... 'expertise may provide sufficient support for conclusions [only] as to peripheral issues.' *Id.* at 1385-86.

Applicants therefore traverse this rejection and the Examiner's implied assertion of "common knowledge."

Regarding exemplary Claim 22, the cited art does not teach or suggest "wherein the multiple offers are defined by a non-URL descriptive portion of a script header to the web page content." The cited passages (*Mitchell*, Col. 4, lines 45 *et seq.*) never mention or suggest "a non-URL descriptive portion of a script header."

CONCLUSION

As the cited prior art does not teach or suggest all of the limitations of the pending claims, Applicants respectfully request a Notice of Allowance for all pending claims.

No extension of time for this response is believed to be necessary. However, in the event an extension of time is required, that extension of time is hereby requested. Please charge any fee associated with an extension of time as well as any other fee necessary to further the prosecution of this application to **IBM CORPORATION DEPOSIT ACCOUNT No. 09-0447**.

Respectfully submitted,



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